

SUPPLEMENTAL LEASE NO. 6

PARKING AUTHORITY OF RIVER CITY INC.

AND

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

RELATING TO

PARKING AUTHORITY OF RIVER CITY INC.
FIRST MORTGAGE REVENUE BONDS, SERIES 2009A

AND

FIRST MORTGAGE REVENUE REFUNDING BONDS, SERIES 2009B

DATED AS OF MARCH 1, 2009

SUPPLEMENTAL LEASE NO. 6

THIS SUPPLEMENTAL LEASE NO. 6 is made and entered into as of March 1, 2009, by and between PARKING AUTHORITY OF RIVER CITY INC. (“PARC” or “Issuer”), as lessor, a Kentucky nonstock, nonprofit corporation, with an address and place of business of and at 517 South 4th Street, Louisville, Jefferson County, Kentucky 40202, Attention: Executive Director, and the LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (the “Louisville Metro” or “the City”), as lessee, a consolidated government of the Commonwealth of Kentucky, with an address of and at 611 West Jefferson Street, Louisville, Jefferson County, Kentucky 40202, Attention: Mayor.

RECITALS

A. PARC is a duly organized and existing under Section 58.180 and Sections 273.161 to 273.390, inclusive, of the Kentucky Revised Statutes, as amended (“KRS”) acting as the agency and instrumentality and the constituted authority of Louisville Metro in the acquisition and financing of public projects, including public parking and garage facilities located in Louisville Metro and intended for governmental and public purposes, including specifically the purposes of creating and increasing the public recreational, cultural and related business facilities of Louisville Metro, and the creation, improvement, revitalization, renewal or modernization of Louisville Metro’s central business or shopping community, all as contemplated by KRS 58.010(1)(b).

B. PARC is authorized under KRS Chapter 58 (the “Act”), and particularly KRS 58.180, upon authorization and direction of Louisville Metro, to issue its revenue bonds and/or revenue refunding bonds on behalf of Louisville Metro for the aforementioned purposes, and may pledge for the amortization of such bonds all revenues derived from the operation of such public projects, including specifically all revenues derived from the leasing of such public projects directly to Louisville Metro, provided that such bonds shall be payable solely from the revenues derived from the public projects and shall not constitute an indebtedness of the Issuer, Louisville Metro or the Commonwealth of Kentucky (the “Commonwealth”) within the meaning of the Constitution and laws of the Commonwealth.

C. On November 26, 1985, the City enacted an Ordinance authorizing and directing PARC to issue revenue bonds, revenue refunding bonds and notes in accordance with the provisions of Chapter 58 of the Kentucky Revised Statutes, from time to time, as and when needed, for the purpose of financing and refinancing parking facilities of the City, in furtherance of the public purposes of the Act.

D. PARC and The Bank of New York Mellon Trust Company, N.A., (formerly known as Bank One, Kentucky, NA) (the “Trustee”) have heretofore entered into a Mortgage and Trust Indenture dated as of December 1, 1985 (the “1985 Indenture”), of record in Mortgage Book 2346, Page 536, in the office of the County Clerk of Jefferson County, Kentucky, which provides for the issuance and security of The City of Louisville Parking Authority of River City (PARC), Inc. First Mortgage Revenue Refunding and Improvement Bonds, Series of December 1, 1985 (the “Series 1985 Bonds,” which Series 1985 Bonds have been fully paid and discharged

in accordance with their terms); the Supplemental Mortgage and Trust Indenture No. 1 dated as of April 1, 1989 (the "1989 Supplemental Indenture"), of record in Mortgage Book 2769, Page 453, in the office of the County Clerk of Jefferson County, Kentucky, which provides for the issuance and security of The City of Louisville Parking Authority of River City (PARC), Inc. First Mortgage Compound Interest Revenue Refunding and Improvement Bonds, Series 1989 (the "Series 1989 Bonds," which Series 1989 Bonds have been refunded, defeased, paid and discharged in accordance with their terms); the Supplement Mortgage and Trust Indenture No. 2 dated as of August 1, 1991 (the "1991 Supplemental Indenture"), of record in Mortgage Book 03048, Page 631, in the office of the County Clerk of Jefferson County, Kentucky, which provides for the issuance and security of The City of Louisville Parking Authority of River City (PARC), Inc. First Mortgage Revenue Bonds, Series 1991 (the "Series 1991 Bonds," which Series 1991 Bonds have been fully paid and discharged in accordance with their terms); the Supplemental Mortgage and Trust Indenture No. 3, dated as of August 1, 1994 (the "1994 Supplemental Indenture"), of record in Mortgage Book 4430, Page 666, in the office of the County Clerk of Jefferson County, Kentucky, which amends the 1991 Supplemental Indenture to add additional property to the defined Series 1991 Project; the Supplemental Mortgage and Trust Indenture No. 4 dated as of July 1, 1997 (the "1997 Supplemental Indenture"), of record in Mortgage Book 4430, Page 671, in the office of the County Clerk of Jefferson County, Kentucky, which provides for the issuance and security of The City of Louisville Parking Authority of River City (PARC), Inc. First Mortgage Revenue Refunding Bonds, Series 1997 (the "Series 1997 Bonds"); the Supplemental Mortgage and Trust Indenture No. 5, dated as of April 1, 2001 (the "2001 Supplemental Indenture"), of record in Mortgage Book 5972, Page 364, in the office of the County Clerk of Jefferson County, Kentucky, which provides for the issuance and security of The City of Louisville Parking Authority of River City (PARC), Inc. First Mortgage Revenue Refunding Bonds, Series 2001 (the "Series 2001 Bonds"); and the Supplemental Mortgage and Trust Indenture No. 6, dated as of December 1, 2002 (the "2002 Supplemental Indenture"), of record in Mortgage Book 07280, Page 0142, in the office of the County Clerk of Jefferson County, Kentucky, which provides for the issuance and security of The City of Louisville Parking Authority of River City (PARC), Inc. First Mortgage Revenue Refunding Bonds, Series 2002 (the "Series 2002 Bonds"); (the Series 1989 Bonds, the Series 1991 Bonds, the Series 1997 Bonds, the Series 2001 Bonds, the Series 2002 Bonds and the 2009 Bonds (defined below) are hereinafter referred to as the "Bonds").

E. The City and PARC have heretofore entered into a Lease dated as of December 1, 1985 (the "1985 Lease"), of record in Deed Book 5551, Page 473, in the office of the County Clerk of Jefferson County, Kentucky, a Supplemental Lease No. 1, dated as of April 1, 1989 (the "1989 Supplemental Lease"), recorded in Deed Book 5863, Page 887, in the office of the County Clerk of Jefferson County, Kentucky, a Supplemental Lease No. 2, dated as of August 1, 1991 (the "1991 Supplemental Lease"), recorded in Deed Book 6094, Page 662, in the office of the County Clerk of Jefferson County, Kentucky, a Supplemental Lease No. 3, dated as of July 1, 1997 (the "1997 Supplemental Lease"), recorded in Deed Book 6926, Page 001, a Supplemental Lease No. 4, dated as of April 1, 2001 (the "2001 Supplemental Lease"), recorded in Deed Book 7649, Page 077, in the office of the County Clerk of Jefferson County, Kentucky, and a Supplemental Lease No. 5, dated as of December 1, 2002 (the "2002 Supplemental Lease"), recorded in Deed Book 08030, Page 0666, in the office of the County Clerk of Jefferson County, Kentucky, to secure the payment of the outstanding Bonds and all bonds issued on a parity therewith pursuant to the Indenture.

F. On February 12, 2009, the City enacted an ordinance, authorizing and directing PARC to issue "Parking Authority of River City Inc. First Mortgage Revenue Bonds, Series 2009A," in the principal amount of not to exceed \$39,000,000, and to issue its "Parking Authority of River City Inc. First Mortgage Revenue Refunding Bonds, Series 2009B," in the principal amount of not to exceed \$17,500,000, (the Series 2009A Bonds and the Series 2009B Bonds, collectively, the "2009 Bonds"), subject to adjustment at the time of the sale thereof, for the purpose of financing the acquisition of the Louisville Arena Parking Garage, additional capital expenditures for public parking and garage facilities located in Louisville Metro and related expenditures pursuant to a Supplemental Mortgage and Trust Indenture No. 7 between PARC and the Trustee, dated as of March 1, 2009 (the "2009 Supplemental Indenture") (hereinafter, the 1985 Indenture, the 1989 Supplemental Indenture, the 1991 Supplemental Indenture, the 1994 Supplemental Indenture, the 1997 Supplemental Indenture, the 2001 Supplemental Indenture, the 2002 Supplemental Indenture and the 2009 Supplemental Indenture shall be collectively referred to as the "Indenture").

G. Louisville Metro desires to enter into this Supplemental Lease No. 6 (the "Supplemental Lease No. 6") (hereinafter, the 1985 Lease, the 1989 Supplemental Lease, the 1991 Supplemental Lease, the 1997 Supplemental Lease, the 2001 Supplemental Lease, the 2002 Supplemental Lease and the 2009 Supplemental Lease No. 6 shall be collectively referred to as the "Lease"), whereby Louisville Metro will lease the parking facilities constituting the Consolidated Project from PARC in consideration of rentals payable to PARC, which, together with the rentals payable under the Lease, will be sufficient to pay all bonds, notes and interest thereon issued pursuant to the Indenture.

NOW, THEREFORE, in consideration of the premises and the further consideration hereinafter provided, the parties hereto covenant and agree as follows:

Section 1. Definitions. All capitalized words and terms herein shall have the meanings set forth in the Indenture, unless the context clearly otherwise requires.

Section 2. Lease of Consolidated Project. PARC does hereby lease and rent to Louisville Metro, and Louisville Metro does hereby lease and rent from PARC, the land and improvements comprising the Consolidated Project, located on the real property more particularly described in Exhibit A hereto, for an initial term commencing as of the date hereof and expiring on June 30, 2009, and for successive annual renewal terms continuing automatically thereafter, unless Louisville Metro elects to terminate the Lease at the end of any then current annual term thereof by at least sixty (60) days' prior written notice to PARC, commencing on July 1 of each year and ending on June 30 of the next succeeding year, with a final term commencing on July 1, ____, and ending on June 30, ____. Louisville Metro affirms that the covenants and agreements of Louisville Metro in the Lease to pay rent sufficient to pay all principal, redemption price and interest on the Bonds, plus the costs of operation, maintenance and insurance on the Consolidated Project, which are incorporated in this Supplemental Lease No. 6, during each annual renewal period of the Lease constitute full faith and credit obligations of Louisville Metro during each annual Lease renewal period. PARC shall do nothing to interfere with Louisville Metro's quiet and exclusive possession of the Consolidated Project through the term of the Lease, provided there be no Event of Default.

Section 3. Lease Incorporated by Reference. The terms and conditions of the Lease are incorporated herein by reference, as if fully stated herein, and Louisville Metro hereby reaffirms all of its obligations contained therein, including the payment of rentals and the pledge of Net Revenues (as modified by the Supplemental Indenture of Trust No. 7 dated as of March 1, 2009) to secure the payment and performance of Louisville Metro's obligations thereunder.

Section 4. Payment of Attorneys' Fees and Other Expenses. Upon an Event of Default by Louisville Metro, Louisville Metro shall pay to PARC or the Trustee, upon demand therefor, all costs and expenses, including reasonable attorneys' fees and disbursements, lawfully incurred by PARC or the Trustee in enforcing this Lease or in obtaining possession of the Consolidated Project.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Lease No. 6 to be executed by their officers thereunto duly authorized as of the date first above written.

PARKING AUTHORITY OF RIVER
CITY INC.

(SEAL)

By _____
President

ATTEST:

Secretary

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT

(SEAL)

By _____
JERRY E. ABRAMSON, Mayor

ATTEST:

KEVIN MOORE
Chief Financial Officer

APPROVED AS TO FORM AND LEGALITY
Michael J. O'Connell
Jefferson County Attorney

By: James T. Carey
Assistant County Attorney

[illegible]

The foregoing instrument was acknowledged before me on the _____ day of _____, 2009, by C. Bruce Traughber and Patti Clare, the President and Secretary, respectively, of the Parking Authority of River City Inc., a Kentucky nonprofit corporation, on behalf of said Corporation.

My Commission expires: _____.

(SEAL)

Notary Public, State at Large, KY

[illegible]

The foregoing instrument was acknowledged before me on the ____day of _____, 2009, by Jerry E. Abramson and Kevin Moore, the Mayor and Chief Financial Officer, respectively, of the Louisville/Jefferson County Metro Government, on behalf of same.

My Commission expires: _____

(SEAL)

Notary Public, State at Large, KY

This instrument prepared by:

William L. Skees, Jr.
FROST BROWN TODD LLC
400 West Market Street, 32nd Floor
Louisville, KY 40202

EXHIBIT A

DESCRIPTION OF Consolidated Project SITES

All those certain tracts of land with the improvements thereon and appurtenances thereto situated in the County of Jefferson, Commonwealth of Kentucky, described as follows:

EXHIBIT A

DESCRIPTION OF CONSOLIDATED PROJECT SITES

All those certain tracts of land with the improvements thereon and appurtenances thereto situated in the County of Jefferson, Commonwealth of Kentucky, described as follows:

TRACT A

PARCEL 1. Beginning on the East side of Fifth Street, 102 feet South of first alley South of Liberty Street, formerly Green Street, running thence South along east side of Fifth Street 40 feet and extending back East of the same width between lines parallel with alley aforesaid, 236 feet to an alley.

BEING the same property conveyed to the City of Louisville, Kentucky, by deed dated August 11, 1980, and recorded in Deed Book 5179, Page 428, in the office of the Clerk of the County Court of Jefferson County, Kentucky.

PARCEL 2. BEGINNING on the East side of Fifth Street 142 feet South of the first alley South of Liberty Street; thence South along the East side of Fifth Street, 98 feet, and extending back Eastwardly of the same width throughout between lines parallel with the aforesaid alley a distance of 236 feet to another alley.

BEING the same property conveyed to the City of Louisville, Kentucky, by deed dated August 11, 1980, and recorded in Deed Book 5179, Page 428, in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

TRACT B

PARCEL 1

TRACT A: Beginning at a point in the West line of Sixth Street 61 feet 6 inches Northwardly from the Northwest corner of Sixth and Market Streets; thence running Northwardly with the West line of Sixth Street 43 feet 6 inches; and extending back Westwardly of the same width throughout and between parallel lines, 105 feet.

TRACT B: BEGINNING on the West side of Sixth Street 105 feet North of Market Street running thence Northwardly along the West side of Sixth Street 30 feet; and extending back Westwardly of the same width, between lines parallel with Market Street, 105 feet.

TRACT C: BEGINNING on the West side of Sixth Street at a point 135 feet North of the Northwest corner of Sixth and Market Streets; thence Northwardly along the West side of Sixth Street 41 feet 6 inches to the center line of the party wall upon this lot and the lot adjoining on the North; thence Westwardly with said centerline and parallel with Market Street 210 feet; thence Southwardly and parallel with Sixth Street 41 feet 6 inches; thence Eastwardly and parallel with Market Street 210 feet to the point of beginning.

PARCEL 2

TRACT A: BEGINNING at a point in the South line of Main Street; said point being North 81 degrees 08 minutes West 106 feet West of Sixth Street; thence South 8 degrees 58 minutes 34 seconds West 159.56 feet to the North line of property conveyed to Avery Building Association of record in Deed Book 3318, Page 443, in the Office of the Clerk of Jefferson County, Kentucky; thence with said property lines, North 81 degrees 07 minutes 41 seconds West 104.00 feet and South 8 degrees 58 minutes 34 seconds West 85.44 feet to the northerly line of property conveyed to Old Inn Restaurant and Bar, Inc., of record in Deed Book 3044, Page 518, in the Office aforesaid; thence with said property lines, North 81 degrees 08 minutes West 30.00 feet; North 8 degrees 58 minutes 26 seconds East 25.00 feet; South 81 degrees 08 minutes East 3.75 feet; North 8 degrees 58 minutes 26 seconds East 10.00 feet; South 81 degrees 08 minutes East 7.25 feet; and North 8 degrees 58 minutes 26 seconds East 210.00 feet to the South line of Main Street; thence with said line; South 81 degrees 08 minutes East 123.00 feet to the point of beginning.

TRACT B: BEGINNING at a point in the West line of Sixth Street, said point being North 8 degrees 58 minutes 34 seconds East 176.50 feet North of Market Street; thence with the centerline of a party wall and its extension North 80 degrees 54 minutes 35 seconds West 210 feet to a point; thence North 8 degrees 58 minutes 34 seconds East 84.20 feet; and South 81 degrees 07 minutes 41 seconds East 210.00 feet to the West line of Sixth Street; thence South 8 degrees 58 minutes 34 seconds West 85.00 feet to the point of beginning containing 0.408 of an acre, more or less.

TRACT C

BEGINNING at a point in the West right of way of Third Street, said point being North 7 degrees 45 minutes 49 seconds East 21.0 feet from the intersection of the West right of way of Third Street and the centerline of the first alley North of Broadway; thence North 82 degrees 13 minutes 26 seconds West 345.0 feet to a point; thence North 7 degrees 44 minutes 56 seconds East 115.92 feet to a point; thence South 82 degrees 13 minutes 26 seconds East 62.77 feet to a point; thence North 7 degrees 44 minutes 56 seconds East 20.86 feet to a point; thence South 82 degrees 13 minutes 26 seconds East 282.27 feet to a point in the West right of way of Third Street; thence with the West right of way of Third Street, South 7 degrees 45 minutes 49 seconds West 136.20 feet to the point of beginning and containing 45,719 square feet, more or less.

TRACT D

BEGINNING at the intersection of the West line of Third Street with the South line of an alley established in a deed dated August 15, 1927, recorded in Deed Book 1304, Page 578, in the Office of the Clerk of the County Court of Jefferson County, Kentucky, which point is 170 feet South of the South Line of Walnut Street; thence Westwardly with the South line of said alley, and parallel with Walnut Street, 150 feet; thence Southwardly with said alley and parallel with Third Street 10 feet; thence Southwestwardly with the curve of said alley, having a radius of 20 feet (the center of the arc being located at a point 180 feet South of Walnut Street and 170 feet West of Third Street) to a point 160 feet West of the West line of Third Street; thence Southwardly and parallel with the West line of Third Street to a point 297 feet South of the South line of Walnut Street; thence Eastwardly and parallel with said South line of Walnut Street 160 feet to the West line of Third Street; thence Northwardly with the West line of Third Street, 127 feet to the point of beginning.

TRACT E

BEING Unit A, a condominium unit consisting of two levels of parking, in the condominium property regime, together with common elements thereto of the Kentucky Center for the Arts Condominiums, as set out in Master Deed and Declaration of Condominium Property Regime of the Kentucky Center for the Arts Condominium, dated July 27, 1981, and recorded in Deed Book 5243, Page 218, and as shown on plans of same, recorded in Apartment (Condominium) Ownership Book 25, Pages 6 through 13, all in the office of the Clerk of the County Court of Jefferson County, Kentucky.

TRACT F

Parcel 1: Being Galt House Lot #1 as shown on plat of record in Deed Book 4451, Page 8, in the office of the Clerk of the County Court of Jefferson County, Kentucky.

Parcel 2: Beginning at a point which is the Northwest corner of Galt House Lot #1 as shown on plat of record in Deed Book 4451, Page 8, in the office of the Clerk of the County Court of Jefferson County, Kentucky; thence with the Westerly line of Galt House Lot #1 aforesaid; South 8 degrees 55 minutes 53 seconds West 236 feet to a point; thence North 81 degrees 04 minutes 07 seconds West 24 feet to a point; thence North 8 degrees 55 minutes 53 seconds East 236 feet to a point; thence South 81 degrees 04 minutes 07 seconds, East 24 feet to the point of beginning; BUT EXCEPTING THEREFROM, however, so much of said property as lies below a horizontal plan having an elevation of 456 feet above sea level, said elevation having reference to the United States Coast and Geodetic Survey Sea Level Datum of 1929, adjusted in 1955 and 1962, and published in October 1963.

Parcel 3: Beginning at a point which is the Northwest corner of Galt House Lot #1 as shown on plat of record in Deed Book 4451, Page 8, in the office of the Clerk of the County Court of Jefferson County, Kentucky; thence North 81 degrees 04 minutes 07 seconds West 24 feet with the Northerly line of Parcel 2 described above to a point and corner of Parcel 2; thence with the Westerly line of Parcel 2, South 8 degrees 55 minutes 53 seconds West 236 feet to a point and corner of Parcel 2; thence with the Southerly line of Parcel 2, South 81 degrees 04 minutes 07 seconds East 24 feet to a point corner of Parcel 2 in the Westerly line of Galt House Lot #1 aforesaid; thence with lines of Galt House Lot #1, South 8 degrees 55 minutes 53 seconds West 16 feet, South 81 degrees 04 minutes 07 seconds East 62.92 feet, South 8 degrees 55 minutes 53 seconds West 0.75 feet, and South 81 degrees 04 minutes 07 seconds East 5.50 feet to a point in the Westerly line of Fourth Street as widened and shown on plat of record in Deed Book 4451, Page 8, in said Clerk's office; thence with the Westerly line of Fourth Street as widened, South 8 degrees 55 minutes 53 seconds West 42 feet to a point; thence North 81 degrees 04 minutes 07 seconds West 195 feet 2 inches to a point; thence North 8 degrees 55 minutes 53 seconds East 351 feet 5-1/2 inches to a point; thence South 82 degrees 41 minutes 18 seconds East 189 feet 9 inches to a point in the Westerly line of Fourth Street as widened; thence with said Westerly line of Fourth Street, South 8 degrees 55 minutes 53 seconds West 61.32 feet to a corner of Galt House Lot #1 aforesaid;

thence with lines of Galt House Lot #1, South 8 degrees 55 minutes 53 seconds West 0.75 feet, and North 81 degrees 04 minutes 07 seconds West 62.92 feet to the point of beginning; BUT EXCEPTING THEREFROM, however, so much of said property as lies below a horizontal plane having an elevation of 468 feet above sea level, said elevation having reference to the United States Coast and Geodetic Survey Sea Level Datum of 1929, adjusted in 1955 and 1962, and published in October 1963.

TRACT G

TRACT 1

BEGINNING at a point in the East Line of Fifth Street at its intersection with the South line of a 12 foot Alley (which lines form an interior angle of 89 degrees 56 minutes 30 seconds) said point also being 160 feet South of the South line of Walnut Street as measured along the line of Fifth Street; thence in an Easterly direction with the South line of said Alley 104 feet to a point at the Northwest corner of the tract conveyed to Gotham Motel Ltd. by deed of record in Deed Book 4365, Page 113 in the Office of the Clerk of Jefferson County, Kentucky; thence with the West line of the Gotham Motel Ltd. tract in a Southerly direction (making an interior angle of 90 degrees 03 minutes 30 seconds with the last mentioned line) 95 feet to the Southwesterly corner of said tract; thence with the South line of said tract in an Easterly direction (making an interior angle of 369 degrees 56 minutes 30 seconds with the last mentioned line) 100 feet to a point in the West line of another 12 foot Alley; thence with the West line of said Alley and in a Southerly direction (making an interior angle of 90 degrees 03 minutes 30 seconds with the last mentioned line) 60 feet to a point; thence in a Westerly direction (making an interior angle of 89 degrees 56 minutes 30 seconds with the last mentioned line) _____ feet to a point in the East line of Fifth Street aforesaid; thence in a Northerly direction with the East line of Fifth Street (making an interior angle of 90 degrees 03 minutes 30 seconds with the last mentioned line) 185 feet to the point of beginning, which description includes the Air-Rights 16 feet 3 inches above the surface of an alley way, which alley way is excepted from the foregoing description, the fee simple title having been conveyed to the City of Louisville by Deed of record in Deed Book 4323, Page 22 in the Clerk's Office aforesaid and which alley way is described in said Deed as follows:

BEGINNING in the East line of Fifth Street two hundred eighty (280) feet South of Walnut Street; thence South with said East line thirty (30) feet; thence East one hundred eighty-seven (187) feet parallel with Walnut Street and running five (5) feet from and parallel with the South line of the tract conveyed to W.F. Brown & Sons Lumber Company by deed of record in Deed Book 3894, Page 30 in the office of the Clerk of the County Court of Jefferson County, Kentucky; thence running South and parallel with Fifth Street five (5) feet to the South Line of the above tract and connecting with the West line of a proposed alley; thence running East and parallel with Walnut Street along the South line of the

above tract seventeen (17) feet to the Southeast corner of said tract as described in said deed; thence North and parallel with Fifth Street along the East line of said tract as described in said deed thirty-five (35) feet; thence West and parallel with Walnut Street two hundred four (204) feet to the point of beginning.

TRACT II

BEGINNING at a point at the intersection of the West line of the first alley East of 5th Street and the South line of Walnut Street; thence in a Westerly direction along the South line of Walnut Street, 29.21 feet to a point and extending back in a Southerly direction of equal width throughout, a distance of 148.00 feet to the North line of the first alley South of Walnut Street and East of 5th Street. The Easterly line of the above described tract is further described as being coincident with the West line of the first above mentioned alley and forms an interior angle with the line of Walnut Street of 90 degrees 03 minutes 30 seconds. There is excepted from this conveyance all space above a level plane at elevation 474.83 feet above seal level City of Louisville Datum (subtract 0.36 feet to obtain USCA GS, 1929 Adjustment) which elevation is approximately 12.75 feet above the first floor ground level of an existing building. There is reserved by the party of the First Part, within the above parcel, two easements for structural supports for the existing building or any replacement or improvement thereof. Said easements are contiguous with the entire East and West lines of the above parcel and are 6.0 feet and 7.08 feet respectively in width.

BEGINNING at a point 104 feet east of Fifth Street as measured along a line parallel with Walnut Street; and 160 feet south of Walnut Street as measured along a line parallel with Fifth Street; then southwardly parallel with Fifth Street 95 feet and extending back eastwardly between lines parallel with Walnut Street 100 feet to an alley.

SOURCES OF TITLE

TRACT A: Being the same property acquired by City of Louisville Parking Authority of River City (PARC) Inc. by deed dated July 7, 1981, of record in Deed Book 5239, Page 518, in the Office of the Clerk of Jefferson County, Kentucky.

TRACT B: Parcel 1: Being the same property acquired by the City of Louisville by virtue of a Verified Petition of Condemnation, pursuant to KRS 416.550 through 416.760, filed in Action No. 83 CI-05554, in the Jefferson Circuit Court, styled City of Louisville, Kentucky, Plaintiff, v. The Linker Company and System Parking, Inc., Defendants; notice of which Action was given by a Notice of Action recorded July 15, 1983, at 11:12 A.M. in Encumbrance Book 66, Page 96, in the Office of the Clerk of Jefferson County, Kentucky. Parcel 2: Being the same property acquired by the City of Louisville Parking Authority of River City (PARC), Inc., a Kentucky corporation, by virtue of a Deed from The Cumberland Federal Savings and Loan Association, dated January 31, 1983, and recorded in Deed Book 5332, Page 499, on January 31, 1983, at 12:12 P.M.; and by virtue of a Deed from Old Inn Bar and Restaurant, Inc., a Kentucky corporation, dated December 22, 1982, and recorded in Deed Book 5326, Page 799, on December 27, 1982, at 9:29 A.M., both in the Office of the Clerk of Jefferson County, Kentucky.

TRACT C: Being the same property acquired by City of Louisville Parking Authority of River City (PARC), Inc., by Deed dated December 22, 1983, recorded in Deed Book 5410, Page 905, in the Office of the Clerk of Jefferson County, Kentucky.

TRACT D: Being the same property acquired by City of Louisville Parking Authority of River City (PARC), Inc. by Deed dated December 12, 1985, recorded in Deed Book 5548, Page 197, the Office of the Clerk of Jefferson County, Kentucky, on December 18, 1985.

TRACT E: Being the same property acquired by City of Louisville Parking Authority of River City (PARC), Inc. by Deed dated July 27, 1981, recorded in Deed Book 5243, Page 225, in the Office of the Clerk of Jefferson County, Kentucky.

TRACT F: Being the same property acquired by the City of Louisville Parking Authority of River City (PARC), Inc., formerly City of Louisville Riverfront Corporation, by Deed dated

November 4, 1982, recorded in Deed Book 5318, Page 788, in the Office of the Clerk of Jefferson County, Kentucky.

TRACT G: Being the same property acquired by City of Louisville Riverfront Corporation by Deeds dated December 14, 1977, recorded in Deed Book 4983, Page 565 and May 10, 1978, recorded in Deed Book 5009, Page 651, both in the Office of the Clerk of Jefferson County, Kentucky.

The following described real property located in Louisville, Jefferson County, Kentucky:

Beginning at the intersection of the south line of the first alley 16 feet wide south of Chestnut Street with the west line of Fourth Avenue; thence with said west line South $07^{\circ} 47' 05''$ west 288.00 feet to its intersection with the north line of the tract conveyed to Southern Optical by deed of record in Deed Book 5355, Page 337 in the Office of the Clerk of the County Court of Jefferson County, Kentucky; thence with said north line North $82^{\circ} 14' 28''$ W 200.01 feet to its intersection with the east line of an alley 20 feet wide; thence with said east line North $07^{\circ} 47' 05''$ E 288.00 feet to its intersection with the south line of an alley 16 feet wide aforesaid; thence with said south line South $82^{\circ} 14' 28''$ E 199.99 feet to the point of beginning, containing 1.32 acres.

BEING the same property conveyed to Fourth Avenue Garage Associates, Ltd., a Kentucky limited partnership, in fee simple, by Special Warranty Deed dated November 14, 1990, and recorded November 19, 1990 in Deed Book 6013, Page 726 in the aforesaid office.

Together with an appurtenant Easement as created by an Easement Agreement dated November 14, 1990 between Commonwealth Life Insurance Company as grantor, and Fourth Avenue Garage Associates, Ltd., as grantee, and recorded November 19, 1990, of record in Deed Book 6013 Page 730, in the Office of the Clerk aforesaid, which easement is described as follows:

BEGINNING at the intersection of the south line of the first alley 16 feet wide south of Chestnut Street with the east line of Fifth Street; thence with said south line south 82 degrees 14 minutes 28 seconds east 200.00 feet to its intersection with the west line of an alley 20 feet wide; thence with said west line south 07 degrees 47 minutes 05 seconds west 105.00 feet to its intersection with the north line of the Brennan House tract of record in Deed Book 4322 Page 504 and Deed Book 5283 Page 917 all of which are in the Office of the Clerk of the County Court of Jefferson County, Kentucky; thence with said north line north 82 degrees 14 minutes 28 seconds west 200.00 feet to its intersection with the east line of Fifth Street aforesaid; thence with said east line north 07 degrees 47 minutes 03 seconds east 105.00 feet to the point of beginning, containing 0.48 acre.

Being part of the same property conveyed to Commonwealth Life Insurance Company by deed dated December 28, 1988 and recorded December 28, 1988 of record in Deed Book 5831, Page 609 in the office aforesaid.

BEING the PARC unit, a condominium unit in 800 West Main Street Condominiums, as more particularly described in the Master Lease for 800 West Main Street Condominiums, dated December 15, 1995 (the "Master Lease"), which is of record in Deed Book 6679, Page 350, and as amended by First Amendment to Master Lease dated May 7, 1997, of record in Deed Book 6885, Page 742, both in the Office of the Clerk of Jefferson County, Kentucky, and is shown on the plans for 800 West Main Street Condominiums dated March 28, 1997, of record in Condominium or Apartment Ownership Book 60, Pages 39 through 44, Clerk's File No. 906, in the Office of the Clerk of Jefferson County, Kentucky, together with an undivided 66.3% interest in the common elements of 800 West Main Street Condominiums and all other rights or interests appurtenant to said unit as described in said Master Lease.

BEING a part of the same property leased to 800 West Main Street Condominium, a Kentucky joint venture, by Ground Lease Agreement dated August 31, 1994, of record in Deed Book 6496, Page 131 as amended by Amendment dated October 7, 1994, of record in Deed Book 6510, Page 110, and a Second Amendment to Ground Lease dated December 15, 1995, of record in Deed Book 6679, Page 329, as assigned to the 800 West Main Condominium, Inc. by an Assignment of Ground Lease Assignment Agreement, dated December 15, 1995, of record in Deed Book 6679, Page 399, and being the same property described in Deed dated June 19, 1997, between 800 West Main Joint Venture, and The City of Louisville Parking Authority of River City (PARC), Inc., recorded in Deed Book 06899, Page 0015, in the office of the County Clerk of Jefferson County, Kentucky.

TRACT H

“City Property”

Tract 1 as shown on the plat attached to the Deed dated December 22, 1997 of record in Deed Book 7030, Page 952 in the Office of the Jefferson County Clerk.

Being the same property acquired by the City pursuant to the above referenced deed.

“Parc Property”

Tract 1

Beginning at a point in the north line of Main Street North 81 degrees 09 minutes 59 seconds West 148.83 feet as measured along said south line from its intersection with the west line of Sixth Street, said point also being at the intersection of said north line with the center line of a party wall; thence with said north line North 81 degrees 09 minutes 59 seconds West 64.42 feet to its intersection with the east line of the tract conveyed to 621 West Main Street by deed of record in Deed Book 5274, Page 96 in the office of the Clerk of Jefferson County, Kentucky; thence with said east line North 08 degrees 47 minutes 18 seconds East 180.00 feet to its intersection with the south line of Washington Street, formerly known as Nelson Street; thence with said south line South 81 degrees 09 minutes 59 seconds East 63.09 feet to its intersection with the center line of the party wall aforesaid; thence with said center line south 09 degrees 00 minutes 14 seconds West 180.00 feet to the point of beginning, containing 11,296.6 square feet.

Tract 2

Beginning on the North side of Main Street, 211 feet 3 inches West of Sixth Street; thence North parallel with Sixth Street, 180 feet to Nelson Street or alley; thence West with the South line of said street or alley, 22 feet 3 inches to the center line of a party wall; thence with said center line Southwardly 180 feet to Main Street; thence East with the North side of Main Street, 22 feet 3 inches to the beginning, the East line lying between two walls, one of which is on this lot and the other on the lot adjoining on the East.

Tract 3

BEGINNING at a point on the East right-of-way line of Seventh Street, which point is North 08 degrees, 51 minutes, 32 seconds East 12.18 feet from the North right-of-way line of Washington Street (formerly Nelson Street); thence continuing along the East line of Seventh Street, North 08 degrees, 51 minutes 32 seconds East, 134.96 feet to another point in the said East line of Seventh Street, said point being the intersection of the said East line of Seventh Street and the South right-of-way line of a 30-foot easement conveyed to the LG&E Company and recorded in Deed Book 4342, page 514 in the Office of the County Clerk of Jefferson County, Kentucky; thence leaving the said East line of Seventh Street, North 18 degrees 34 minutes, 13 seconds East, 50.98 feet to a point in a line which is 25 feet South of and parallel to the center line of the proposed relocated Illinois Central Railroad tract; thence continuing Eastwardly along the last mentioned line, North 85 degrees, 48 minutes, 08 seconds East 265.80 feet to the P.C. of a curve to the left, having a radius of 4608.66 feet and a central angle of 08 degrees, 43 minutes, 59 seconds; thence along the arc of said curve 139.40 feet to the P.T. of said curve; thence North 84 degrees, 04 minutes 09 seconds East, 14.68 feet to a point that is South 84 degrees, 04 minutes, 09 seconds West, 3.11 feet as measured along the aforesaid line that is 25 feet South of the center line of proposed relocated Illinois Central Railroad tract; thence South 05 degrees, 51 minutes, 24 seconds West, 58.41 feet to a point in the West right-of-way line of Sixth Street; said point being the intersection of the said West line of Sixth Street and the abovementioned south line of the LG&E easement; thence South along the West line of Sixth Street, South 08 degrees, 48 minutes, 15 seconds West, 143.67 feet to the North face of the

existing Louisville flood protection structure; thence continuing along the North face of said existing Louisville flood protection structure, North 81 degrees, 31 minutes, 22 seconds West, 28.88 feet, South 53 degrees, 18 minutes, 45 seconds West, 17.02 feet; South 08 degrees, 22 minutes, 12 seconds West, 68.04 feet, North 81 degrees 09 minutes, 59 seconds West, 380.00 feet to the point of beginning.

Tracts 1, 2 and 3 being the same property acquired by the City of Louisville Parking Authority of River City (PARC), Inc. by Deed dated May 23, 2001, of record in Deed Book 7653, page 421, in the Office of the Jefferson County Clerk.

Tract 4

Being Tract 1 as shown on the plat attached to the Deed of record in Deed Book 6981, page 279, in the Office of the aforesaid Clerk.

Tract 4 being the same property acquired by the City of Louisville Parking Authority of River City (PARC), Inc. by Deed dated May 23, 2001, of record in Deed Book 7653, page 426, in the Office of the aforesaid Clerk.

[LOUISVILLE ARENA PARKING GARAGE REAL PROPERTY DESCRIPTION TO COME FROM PARC.]